

**SMEX - SAMPLE TERMS AND CONDITIONS FOR THE PHASE A  
CONCEPT STUDY (WITH BRIDGE PHASE OPTION) CONTRACT**

May 26, 1999

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**SECTION B OF CONTRACT NAS5-**

**SUPPLIES OR SERVICES AND PRICES/COST**

**B.1 DELIVERABLE REQUIREMENTS AND DELIVERY SCHEDULE**

The Contractor shall perform and/or deliver the following:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Schedule</u>
1	Phase A Concept Study Report in accordance with Section J, Attachment A and B	1 original & 25 copies	within 6 months after award
2	Phase A Financial Management Report in accordance with Clause G.5	3	within 8 months after award
3	Phase A Concept Study Review Meeting in accordance with Section J, Attachment A	1	within 8 months after award
4	Option – Bridge Phase Support in accordance with Clause H.1	As Required	For 2 months after exercise of option
5	Option – Monthly Financial Management Reports (533M) in Accordance with clauses G.6 and G.7	3	Monthly
6	Option – Quarterly Financial Management Reports (533Q) in Accordance with clauses G.6 and G.7	3	Quarterly

(End of Text)

**B.2 ESTIMATED COST INCREASES (GSFC 52.232-94) (SEP 1998)**

(a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause of this contract.

(b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support a request for an increase in the estimated cost of the contract. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will

## SECTION B OF CONTRACT NAS5-

### SUPPLIES OR SERVICES AND PRICES/COST

allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(d)(1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

- Incurred costs to date
- Projected cost to completion
- Total cost at completion
- Current negotiated estimated cost
- Requested increase in estimated cost

(2) The Aprojected cost to completion≡ shall consist of the following Aother than cost or pricing data≡ unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

### **B.3 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$TBD or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature:

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting:

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances' and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise, or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

**SECTION B OF CONTRACT NAS5-**

**SUPPLIES OR SERVICES AND PRICES/COST**

- (1) Identify the work unit: e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

(End of clause)

**B.4 ESTIMATED COST (18-52.216-81) (DEC 1988)**

The total estimated cost for complete performance of this contract is \$TBD. See FAR clause 52.216-11, Cost Contract--No Fee, of this contract.

(End of clause)

**SECTION C OF CONTRACT NAS5-**

**DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)**

The Contractor shall provide the personnel, materials, and facilities necessary to perform a Phase A Concept Study and to furnish the items specified in Section B of this contract in accordance with the following attachments contained in Section J: (1) Attachment A - Statement of Work and (2) Attachment B – Guidelines for Concept Study Report Preparation.

(End of clause)

**SECTION D OF CONTRACT NAS5-**

**PACKAGING AND MARKING**

There are no clauses included in this section.

## **SECTION E OF CONTRACT NAS5-**

### **INSPECTION AND ACCEPTANCE**

#### **E.1 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (52.246-9) (APR 1984)**

The Government has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(End of clause)

## SECTION F OF CONTRACT NAS5-

### DELIVERIES OR PERFORMANCE

#### F.1 F.O.B. DESTINATION (52.247-34) (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located, and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight". When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading ;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract ;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

**SECTION G OF CONTRACT NAS5-**

**CONTRACT ADMINISTRATION DATA**

**G.1 SUBMISSION OF VOUCHERS FOR PAYMENT (18-52.216-87) (MAR 1998)**

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b)(1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher and one copy should be submitted to:

Goddard Space Flight Center  
Accounts Payable Section, Code 151.3A  
Greenbelt, Maryland 20771

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment subject to final audit.

(3) Copies of vouchers should be submitted as may be directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original and one copy Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to the Auditor.

The DCAA mailing office address for submission of cost vouchers is as follows:

TBD

(2) (Reserved)

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to the Contracting Officer.

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

## SECTION G OF CONTRACT NAS5-

### CONTRACT ADMINISTRATION DATA

(End of clause)

#### **G.2 CONTRACTOR ACQUIRED PROPERTY--NASA CONDITIONS (GSFC 52.245-97) (SEP 1998)**

NASA FAR Supplement 1845.502-70 establishes general and specific conditions that apply to this contract for various categories of contractor acquired property.

(End of clause)

#### **G.3 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (1852.245-70) (JUL 1997)**

(a) Equipment as used in this clause, means commercially available items capable of stand-alone use, including those to be acquired for incorporation into special test equipment or special tooling.

(b)(1) Upon determination of need for any Government-owned equipment item for performance of this contract, the contractor shall provide to the contracting officer a written request justifying the need for the equipment and the reasons why contractor-owned property cannot be used, citing the applicable FAR or contract authority for use of Government-owned equipment. Equipment being acquired as a deliverable end item listed in the contract or as a component for incorporation into a deliverable end item listed in the contract is exempt from this requirement.

(2) The contractor's request shall include a description of the item in sufficient detail to enable the Government to screen its inventories for available equipment or to purchase equipment. For this purpose, the contractor shall (i) prepare a separate DD Form 1419, DOD Industrial Plant Equipment Requisition, or equivalent format, for each item requested and (ii) forward it through the contracting officer to the Industrial Property Officer at the cognizant NASA installation at least 30 days in advance of the date the contractor intends to acquire the item. Multiple units of identical items may be requested on a single form. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 1845.7102. If a certificate of nonavailability is not received within that period, the contractor may proceed to acquire the item, subject to having obtained contracting officer consent, if required, and having complied with any other applicable provisions of this contract.

(c) Contractors who are authorized to conduct their own screening using the NASA Equipment Management System (NEMS) and other Government sources of excess property shall provide the evidence of screening results with their request for contracting officer consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability.

(End of clause)

**SECTION G OF CONTRACT NAS5-**

**CONTRACT ADMINISTRATION DATA**

**G.4 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (SEP 1996)**

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with 1845.505-14, the instructions on the form, and subpart 1845-71. Subcontractor use of NF 1018 is not required by this clause; however, the contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(b) If administration of this contract has been delegated to the Department of Defense, the original of NASA Form 1018 shall be submitted to the Goddard Space Flight Center (GSFC), Financial Management Division, Code 151.4, Greenbelt, MD 20771 and three copies shall be sent concurrently through the DOD Property Administrator to the GSFC Supply and Contract Property Team identified below. If the contract is administered by NASA, the original of NF 1018 shall be submitted to the GSFC Financial Management Division, Code 151.4 and three copies shall be sent concurrently and directly to the GSFC Supply and Contract Property Team, Code 235.

(c) The annual reporting period shall be from October 1 of each year to September 30 of the following year. The report shall be submitted in time to be received by October 31. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 31. The Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set-aside. If the Contractor fails to submit annual NF 1018 reports when due, such reserve shall be withheld until the Contracting Officer has determined that the required reports have been received by the Government. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report is required within 30 days after disposition of all property subject to reporting when the contract performance period is complete.

(End of clause)

**G.5 FINANCIAL MANAGEMENT REPORT – CONCEPT STUDY**

The Contractor shall submit a Financial Management Report at completion of Phase A which shows all costs incurred. The report shall contain the following categories: direct labor hours, direct labor cost, other direct costs, indirect costs, and total cost.

The report shall be submitted to:

Copies

Addressee

## SECTION G OF CONTRACT NAS5-

### CONTRACT ADMINISTRATION DATA

1	Contract Specialist, Code 214.4
1	Technical Officer, Code 410
1	Resource Analyst, Code 410

(End of text)

### **G.6 OPTION - NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73) (JUL 1997)**

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Policy Guidance (NPG) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contractor Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost incur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

### **G.7 OPTION - FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90) (NOV 1998)**

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Policy Guidance (NPG) 9501.2C, "NASA Contractor Financial Management Reporting", establish report due dates and all other financial management reporting requirements. NPG 9501.2C permits withholding of payment for noncompliance.

**SECTION G OF CONTRACT NAS5-**

**CONTRACT ADMINISTRATION DATA**

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. One copy shall be provided to each of the following:

Contracting Officer, Code 214.4

Contracting Officer=s Technical Representative, Code 410

Resources Analyst, Code 410

(2) The reporting structure shall be in accordance with (TO BE DETERMINED) of this contract.

(c) Web sites. (1) NPG 9501.2C, "NASA Contractor Financial Management Reporting":

[http://nodis.hq.nasa.gov/Library/Directives/NASA -WIDE/Procedures/Financial\\_Management/contents.html](http://nodis.hq.nasa.gov/Library/Directives/NASA-WIDE/Procedures/Financial_Management/contents.html)

(2) NF 533 Tutorial: (for training purposes only)

<http://genesis.gsfc.nasa.gov/nf533.htm>

(End of clause)

## SECTION H OF NAS5-99202

### SPECIAL CONTRACT REQUIREMENTS

#### H.1 OPTION FOR THE BRIDGE PHASE

The Government may unilaterally extend the term of this contract for the performance of the bridge phase by the Contracting Officer giving written notice to the Contractor in the form of a modification to the contract within 8 months from the effective date of the contract. The bridge phase will cover a two (2) month period of initial definition activities at an estimated cost of \$TBD.

(End of Text)

#### H.2 ADVANCE AGREEMENT TO ADD PHASES B/C/D AND E

At the time of award, the contract requires the concept study for Phase A only. As part of the Phase A effort, the Contractor will prepare and deliver an updated proposal for definition, design, development, and mission operations and data analysis (Phases B through E), in accordance with the contract requirements.

This clause recognizes the authority established in the AO to contract for Phases B/C/D and E. Terms and conditions for Phases B through E will be negotiated based on the concept study report submitted for Phase A. A supplemental agreement shall be executed and will represent an equitable adjustment to estimated cost, deliverable items and delivery schedules, and other affected terms of the contract for inclusion of Phases B through E. As part of the supplemental agreement, Clause B.4 Estimated Cost will be revised to add the following: "Notwithstanding the provisions of Clause 52.216-7—Allowable Cost and Payment, the Government will not reimburse the Contractor for costs in excess of \$TBD million in Government Fiscal Year (GFY) 2000 dollars, less the amounts paid directly by NASA to other organizations for their support to the investigation, adjusted to GFY 00 dollars."

(End of Text)

#### H.3 KEY PERSONNEL AND FACILITIES (18-52.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the change, and that ratification shall constitute Contracting Officer's consent required by this clause.

## SECTION H OF NAS5-99202

### SPECIAL CONTRACT REQUIREMENTS

(c) The list of personnel and/or facilities shown below may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

TBD

(End of clause)

#### **H.4 SUBCONTRACTING PLAN AND REPORTS FOR SMALL BUSINESS CONCERNS (GSFC 52.219-90) (FEB 1999)**

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan" is included in Section I of this contract. The agreed to Subcontracting Plan required by the clause is included as Attachment C in Section J.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Reporting to Contracting Officer (SF 294--Semi-annual and Final)

The Contractor shall prepare and submit Standard Form 294 (Rev. 12 -98), "Subcontracting Report for Individual Contracts" in accordance with the instructions on the back of the form.

The SF 294 must be submitted to the Contracting Officer on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. A final SF 294 must be submitted after contract completion. The final SF 294 submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Reporting to NASA Headquarters (SF 295--Semi-annual)

The Contractor shall prepare and submit Standard Form 295 (Rev. 12 -98), "Summary Subcontract Report" in accordance with the instructions on the back of the form and in accordance with NASA FAR Supplement clause 1852.219 -75, "Small Business and Small Disadvantaged Business Subcontracting Reporting" of this contract.

## **SECTION H OF NAS5-99202**

### **SPECIAL CONTRACT REQUIREMENTS**

The SF 295 must be submitted to "NASA, Office of Procurement, Code HC, Washington, D.C. 20546-0001" on an semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

#### **e. Subcontractor Reporting**

FAR clause 52.219-9 and NASA FAR Supplement clause 1852.21 9-75 require that the Contractor ensure that SF 294 and SF 295 reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

### **H.5 SECTION H CLAUSES INCORPORATED BY REFERENCE**

1852.244-70            GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM  
(APRIL 1985)

(End of By Reference Section)

## SECTION I OF CONTRACT NAS5-

### CONTRACT CLAUSES

#### I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

- (52.202-1) DEFINITIONS (OCT 1995)
- (52.203-3) GRATUITIES (APR 1984)
- (52.203-5) COVENANT AGAINST CONTINGENT FEES (APR 1984)
- (52.203-6) RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- (52.203-7) ANTI-KICKBACK PROCEDURES (JUL 1995)
- (52.203-8) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-10) PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-12) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
- (52.204-4) PRINTING/COPYING DOUBLE SIDED ON RECYCLED PAPER (JUN 1996)
- (52.209-6) PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- (52.211-15) DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEPT 1990)
- (52.215-2) AUDIT AND RECORDS--NEGOTIATION (AUG 1996)--ALTERNATE II (APR 1998)
- (52.215-8) ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)
- (52.215-11) PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATION (OCT 1997)
- (52.215-13) SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS (OCT 1997)
- (52.215-14) INTEGRITY OF UNIT PRICES (OCT 1997)
- (52.215-15) PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)
- (52.215-18) REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
- (52.215-19) NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- (52.215-21) REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

## SECTION I OF CONTRACT NAS5-

### CONTRACT CLAUSES

- (52.216-7) ALLOWABLE COST AND PAYMENT (APR 1998) paragraph a is modified to read “Subpart 31.3” where “Subpart 31.2” appears
- (52.216-11) COST CONTRACT--NO FEE (APR 1984)--ALTERNATE I (APR 1984)
- (52.216-15) PREDETERMINED INDIRECT COST RATES (APR 1998)
- (52.219-8) UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 1999)
- (52.219-9) SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999)—ALTERNATE II (JAN 1999)
- (52.219-16) LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
- (52.222-1) NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- (52.222-3) CONVICT LABOR (AUG 1996)
- (52.222-21) PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- (52.222-26) EQUAL OPPORTUNITY (FEB 1999)
- (52.222-35) AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
- (52.222-36) AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- (52.222-37) EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
- (52.223-2) CLEAN AIR AND WATER (APR 1984)
- (52.223-6) DRUG FREE WORK PLACE (JAN 1997)
- (52.223-14) TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
- (52.225-3) BUY AMERICAN ACT--SUPPLIES (JAN 1994)
- (52.225-11) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)
- (52.227-1) AUTHORIZATION AND CONSENT (JUL 1995)--ALTERNATE I (APR 1984)
- (52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPY-RIGHT INFRINGEMENT (AUG 1996)
- (52.227-14) RIGHTS IN DATA-GENERAL (JUN 1987)—ALTERNATIVE IV (JUN 1987)
- (52.227-16) ADDITIONAL DATA REQUIREMENTS (JUN 1987)
- (52.228-7) INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
- (52.230-5) COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (APR 1998)
- (52.230-6) ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996)
- (52.232-20) LIMITATION OF COST (APR 1984)
- (52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)
- (52.232-25) PROMPT PAYMENT (JUN 1997) (b)(2), second sentence shall have a 30 day period for any financing payments.

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- (52.232-34) PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) [paragraph (b)(1) fill-in (hereafter: “designated office”—Accounts Payable Section, Mail Code 151.3A, Goddard Space Flight Center) no later than concurrent with the first request for payment.]
- (52.233-1) DISPUTES (DEC 1998)--ALTERNATE I (DEC 1991)
- (52.242-1) NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- (52.242-3) PENALTIES FOR UNALLOWABLE COSTS (OCT 1995)
- (52.242-4) CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- (52.242-13) BANKRUPTCY (JUL 1995)
- (52.243-2) CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE V (APR 1984)
- (52.244-2) SUBCONTRACTS (AUG 1998)--ALTERNATE I (AUG 1998){paragraph (e) is "Professional and consultant costs as defined at FAR 31.205-33" and paragraph (k) is "None" }
- (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)
- (52.245-5) GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION) (JULY 1995)--ALTERNATE I (JUL 1985)--(g)(5) of the clause shall read as follows: "The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--" The balance of (g)(5) is unchanged.
- (52.247-1) COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- (52.249-5) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (SEP 1996)
- (18-52.215-84) OMBUDSMAN (OCT 1996) The installation Ombudsman is William F. Townsend at 301-286-5066.
- (18-52.216-89) ASSIGNMENT AND RELEASE FORMS (JUL 1997)

(End of By Reference Section)

### **I.2 RIGHTS TO PROPOSAL DATA (52.227-23) (TECHNICAL) (JUN 1987)**

Except for data contained on pages [TBD], it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government

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### CONTRACT CLAUSES

shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated [TBD], upon which this contract is based.

(End of Clause)

#### **I.3 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)**

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

#### **I.4 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (52.244-6) (OCT 1998)**

- (a) Definitions.

A Commercial item,  $\cong$  as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

A Subcontract,  $\cong$  as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);

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(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

### **I.5 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:

<http://www.arnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

### **I.6 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)**

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

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**I.7 USE OF RURAL AREA SMALL BUSINESSES (18-52.219-74) (SEP 1990)**

(a) Definitions.

"Rural area" means any county with a population of fewer than twenty thousand individuals.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding under this contract, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) NASA prime and subcontractors are encouraged to use their best efforts to award subcontracts to small business concerns located in rural areas.

(c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small business concerns located in rural areas.

(d) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.

(End of clause)

**I.8 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING REPORTING (18-52.219-75) (JUL 1997)**

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.

(b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

(End of clause)

**I.9 NASA 8 PERCENT GOAL (18-52.219-76) (JUL 1997)**

(a) Definitions.

AHistorically Black Colleges or University ≡, as used in this clause means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

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A Minority institutions  $\equiv$ , as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

A Small disadvantaged business concern  $\equiv$ , as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

A Women-owned small business concern  $\equiv$ , as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

### **I.10 MINIMUM INSURANCE COVERAGE (18-52.228-75) (OCT 1988)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

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(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

#### **I.11 CENTER FOR AEROSPACE INFORMATION (18-52.235-70) (JUN 1998)**

(a) The Contractor should register with and avail itself of the services provided by the NASA Center for AeroSpace Information (CASI) for the conduct of research or research and development required under this contract. CASI provides a variety of services and products as a central NASA repository of research information which may enhance contract performance. The address is set out in paragraph (d) of this clause.

(b) Should the CASI information or service requested by the Contractor be unavailable or not in the exact form necessary by the Contractor, neither CASI nor NASA is obligated to search for or change the format of the information. A failure to furnish information shall not entitle the Contractor to an equitable adjustment under the terms and conditions of this contract.

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(c) When the contract otherwise requires the submission of monthly progress, quarterly progress, or final reports, as defined at 18 -27.406(b), the last page of such reports shall be a completed Standard Form (SF) 298, Report Documentation Page.

(d) When the contract requires the delivery of reports or data to CASI, a reproducible copy and a printed or reproduced copy of such reports or data shall be concurrently submitted to:

Center for AeroSpace Information (CASI)  
Attn: Accessioning Department  
Parkway Center  
7121 Standard Drive  
Hanover, MD 21076-1320

(End of clause)

#### **I.12 TITLE TO EQUIPMENT (18-52.245-75) (MAR 1989)**

(a) In accordance with the FAR 52.245 Government Property clause of this contract, title to equipment and other tangible personal property acquired by the Contractor with funds provided for conducting research under this contract and having an acquisition cost less than \$5000 shall vest in the Contractor upon acquisition, provided that the Contractor has complied with the requirements of the FAR 52.245 Government Property clause.

(b) Upon completion or termination of this contract, the Contractor shall submit to the Contracting Officer a list of all equipment with an acquisition cost of \$5000 or more acquired under the contract during the contract period. The list shall include a description, manufacturer and model number, date acquired, cost, and condition information, and shall be submitted within 30 calendar days after completion or termination of the contract, in accordance with Federal Acquisition Regulation subsection 45.606 -5.

(c) Title to the property specified in paragraph (b) above vests in the Contractor, but the Government retains the right to direct transfer of title to property specified in paragraph (b) above to the Government or to a third party within 180 calendar days after completion or termination of the contract. Such transfer shall not be the basis for any claim by the Contractor.

(d) Title to all Government-furnished property remains vested with the Government (see the FAR 52.245 Government Property clause).

(e) Title to the contractor-acquired property listed below shall vest with the Government.

NONE

(End of clause)

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**LIST OF ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)**

The following attachments constitute part of this contract:

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
A	Statement of Work for the MIDEX Concept Study	TBD	TBD
B	Guidelines for Concept Study Report	TBD	TBD
C	Small Business Subcontracting Plan	TBD	TBD

(End of clause)